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19378-B

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20006-2973

OF COUNSEL
URBAN A. LESTER

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June 19, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Amendment to Master Equipment Lease Agreement (Schedule No. 1), dated as of June 15, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Lease Agreement duly filed with the Commission under Recordation Number 19378.

The names and addresses of the parties to the enclosed document are:

Lessor: Nations Banc Leasing Corporation
2300 Northlake Centre Drive, Suite 300
Tucker, Georgia 30084

Lessee: Grace Trust
302 Third Street, Suite 3
Neptune Beach, Florida 32266

A description of the railroad equipment covered by the enclosed document is:

Sch. No. 1
contained in the Master Equipment Lease previously filed herein.

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RECEIVED
OFFICE OF THE
SECRETARY

File
Document

Mr. Vernon A. Williams

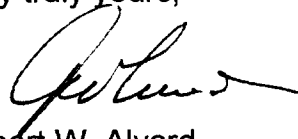
June 19, 1995

Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

6/19/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW
Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/19/95 at 11:25AM, and assigned recordation number(s). 19378-B, 19378-C, 19378-D and 19379-B.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)
(0100658001)

\$ 84.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19378-B

NationsBank®

NationsBanc Leasing Corporation

Amendment to Master Equipment Lease Agreement, Schedule No. 1

THIS AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT, Schedule No. 1, entered into as of the 15th day of June, 1995 (the "Amendment"), by and between NationsBanc Leasing Corporation ("Lessor") and Grace Trust ("Lessee").

WHEREAS, Lessor and Lessee entered into a certain Master Equipment Lease Agreement Schedule No. 1, dated April 21, 1995 (the "Lease");

WHEREAS, Lease incorrectly documented the section titled Term;

NOW, THEREFORE, in consideration of the premises and the agreements of the parties contained herein, the parties hereby amend the Schedule as follows:

1. Section 2. Term. , is hereby amended to read, An interim term beginning on the date of acceptance of the Equipment by Lessee and continuing through and including July 9, 1995, plus a basic term of 60 months beginning on July 10, 1995, and continuing through July 9, 2000 (unless terminated earlier in accordance with the Lease).
2. Except as specifically amended herein the Lease remains unchanged and in full force and effect.

Dated this 15th day of June, 1995.

Witness, our hand and seal.

Grace Trust (Lessee)

By: [Signature]

Printed Name: Gil Gibbs

Title: Trustee

(Corporate Seal)

Notarial Acknowledgement:

State of Georgia
County of CAMDEN) ss.:

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared Grace TRUST - GIL GIBBS

to me known to be the person(s) described in an who executed the foregoing instrument and acknowledged before me that (he, she, they) duly executed the same.

In Witness Whereof I have hereunto set my hand and official seal this 15 day of June, 1995.
Notary Public, Camden County, Georgia
My Commission Expires Oct. 11, 1997.

(Official Seal)

[Signature]
Notary Public

In and for said County and State or District of Columbia

NationsBank Leasing Corporation (Lessor)

By _____

Printed Name: James R. Bates
Assistant Vice President

Title: _____

Notarial Acknowledgement:

State of Georgia
County of Cobb) ss.:

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared James R Bates

to me known to be the person(s) described in an who executed the foregoing instrument and acknowledged before me that (he, she, they) duly executed the same.

In Witness Whereof I have hereunto set my hand and official seal this 16 day of June, 1995.

My Commission Expires Notary Public, Cobb County, Georgia
(Official Seal) My Commission Expires January 23, 1998

Theresa Cullen
Notary Public

In and for said County and State or District of Columbia